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TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement ("Agreement") is made and entered into as of this 26th day of April, 2000, by and between Point Foundation, a California nonprofit corporation, having its principal office at 1408 Mission Street, San Rafael, California ("Licensor"), and Fulcrum International, Inc., a Delaware corporation, having its principal office at _____, _____, California ("Licensee"), with respect to the following facts:

RECITALS

A. Licensor has created a favorable reputation in the trademark and tradename "Whole Earth" and is the owner of certain federal trademark registrations identified in Exhibit A attached hereto and domain registrations identified in Exhibit A (hereinafter collectively referred to as the "Mark") and the goodwill associated therewith and has built a network of loyal customers for its various publications utilizing said Mark including its Whole Earth Catalog, Whole Earth Magazine Quarterly and its web site wholeearthmag.com. Licensee approached Licensor with the idea that the Mark could be used in additional areas, particularly in the financial services arena. Both Licensor and Licensee believe that a business opportunity exists for the use of the Mark in additional areas of business, including in the financial services arena.

B. Licensee desires to use the Mark in conjunction with the development and marketing of financial services and to sublicense the Mark as appropriate to vendors of such financial services, on the terms and conditions set forth in this Agreement. Licensee has advised Licensor of Licensee's interest in licensing the Mark in additional arenas. Any licensing in such additional arenas shall be effected only by a further written agreement between the parties on such terms as they reasonably may agree; neither party, however, is obligated to make any such further agreement.

C. Licensee recognizes that the valuable reputation and goodwill attaching to the Mark is dependent at least in part for its preservation on the standards prescribed and established by Licensor and, accordingly, Licensee is willing to comply with Licensor's standards and to cooperate with Licensor in preserving the reputation and goodwill attaching to the Mark.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. License. Licensor hereby grants to Licensee an exclusive worldwide right and license to use and to sublicense use of the Mark on or in connection with the financial services arena, including, without limitation, mutual funds, 401(k) financial instruments, and institutional investment instruments or vehicles. Licensor hereby represents and warrants to Licensee (i) Licensee is the owner of the Mark and the domain registrations identified in Exhibit A; (ii) Licensor has the right to license the Mark to Licensee; (iii) the grant of the license hereunder shall not violate any other agreements to which Licensor is a party; and (iv) the use of the Mark by Licensor or any sublicensee of Licensee, as contemplated by this Agreement, shall not

infringe upon the intellectual property rights of any other party; and (v) this Agreement has been duly authorized by all necessary corporate action on the part of Licensor and is a valid and binding obligation of Licensor, enforceable against Licensor in accordance with its terms.

2. Term. This Agreement and the license granted hereunder shall commence on the date hereof and shall continue in perpetuity, unless terminated in accordance with the provisions of this Agreement.

3. Royalties.

(a) As compensation for the rights and license granted hereunder, Licensee shall pay directly to Licensor, at the times and in the manner hereinafter set forth, royalties equal in amount to fifteen percent (15%) of Licensee's revenues received from the sublicensing of the Mark and any other fees received from sublicensees, including royalties, marketing or consulting fees, and other revenues derived from the sublicensing of the Mark by Licensee (the "Royalties"); it being understood by the parties hereto that (i) amounts paid by sublicensees to any entity which is controlled by Licensee shall be deemed to be paid to Licensee for purposes of the Royalty calculation (an entity shall be deemed to be controlled by Licensee if more than twenty-five percent (25%) of its equity is owned by Licensee or any of Licensee's shareholders) and (ii) Licensee may take an active role in developing, launching, marketing and/or promoting the financial services utilizing the Mark, and all revenues received by Licensee (or its controlled entities) from those efforts shall be subject to the royalty percentage herein, provided that reimbursements received by Licensee (or its controlled entities) for advancing funds and providing staffing for such development, launch, marketing and/or promotion shall not be subject to the royalty percentage herein..

(b) At Licensor's option, to be exercised within 60 days after delivery to Licensor of a copy of the definitive agreement for the sublicense by Licensee of the Mark for financial services to launch the first Whole Earth branded investment vehicle, Licensor may elect to receive royalties, in lieu of the amount thereafter to be due under Section 3(a) above, in a sum equal to fifty percent (50%) of Licensee's Net Profits from the sublicensing of the Mark. The term "Net Profits" as used herein shall include all revenues received by Licensee for the sublicense of the Mark or fee splits on the financial vehicles using the Mark, less only overhead, salaries, consulting expenses, marketing costs, sales costs, registration fees, and other out-of-pocket expenses directly attributable to the sublicense and marketing arrangements (including any expenses incurred by Fulcrum in securing this License Agreement or any sublicense agreement).

(c) As and for an advance recoupable against Royalties as may become due hereunder, but otherwise nonrefundable, Licensee shall pay Licensor, within 10 business days after the date of execution of this Agreement, the sum of Forty Thousand Dollars ($40,000). Timely payment of the advance is material to this Agreement, and this Agreement shall be void ab initio, and all rights of Licensee hereunder shall immediately terminate, without notice, time to cure, or other delay, in the event the advance is not timely paid.

4. Trademarks

(a) Licensee hereby acknowledges Licensor's right, title and interest in and to the Mark and agrees not to claim any title to the Mark or any right to use the Mark except as permitted by this Agreement. When utilizing the Mark Licensee shall include all notices and legends with respect to Licensor's trademarks and trade names as are or may be required by applicable federal, state and local trademark laws or which may be reasonably requested by Licensor.

(b) Licensee shall at no time adopt or use, without Licensor's prior written consent, which consent shall not be unreasonably withheld, any variation of the Mark, including translations, or any mark likely to be similar to or confusing with the Mark. In the event that Licensor consents to any variation of the Mark, Licensee hereby agrees that Licensor shall own such new mark and Licensee shall, at Licensee's cost and expense, file and obtain in Licensor's name all United States trademark registrations to the extent such variations are used by Licensee in the United States. Licensor agrees to assist Licensee in making any such filing. If requested, Licensee agrees to give Licensor reasonable assistance if Licensor determines it appropriate to file trademark registrations for any such new Mark, including execution and delivery of all documents reasonably required by Licensor, in filing such applications for trademark registration. In any such instances, such additional Mark(s) shall be covered by the license granted under this Agreement.

(c) Licensee shall not contest or deny the validity or enforceability of the Mark or oppose or seek to cancel any registration thereof by Licensor, or aid or abet others in doing so, during the term of this Agreement or any time thereafter; it being agreed by the parties to this Agreement that in the event this Agreement is terminated by Licensee as a result of any knowing misrepresentation by Licensor with respect to Licensor's ownership of the Mark or Licensor's right to license the Mark, Licensee shall not be precluded from challenging the Mark or any registration therefor.

(d) Licensee agrees that it shall conduct the licensing of the Mark for use within the financial services arena, and merchandising and sale of financial services in a dignified manner, consistent with and enhancing the general reputation of the Mark and Licensor, and in accordance with good trademark practice.

(e) Any and all goodwill arising from Licensee's use of the Mark shall inure solely to the benefit of Licensor, and neither during nor after the termination of this Agreement and the license granted hereunder shall Licensee assert any claim to the Mark or such goodwill. Licensee shall not take any action that could be detrimental to the goodwill associated with the Mark or with Licensor.

(f) Licensee shall, during the term of this Agreement and after termination hereof, execute such documents as Licensor may reasonably request from time to time to ensure that all right, title and interest in and to the Mark reside with Licensor.

(g) The provisions of this Section 4 shall survive any termination of this Agreement.

5. Quality Standards/Approvals

(a) Licensor shall have the right to approve (i) the selection of the sublicensee of the Mark, and (ii) the terms of the proposed business plan and agreements for use of the Mark by a financial services entity, which approval shall not be unreasonably withheld.

(b) Licensee shall not sublicense the Mark to any financial services entity unless such sublicensee agrees to work with an Investment Ethics Committee (the "Committee"), which will set investment criteria establishing "socially responsible " investment guidelines commensurate with socially responsible investment funds operated by Calvert or Diomini. Licensor shall be permitted to make nominations for membership to the Committee. Licensee agrees that any sublicensee of the Mark must agree to accept at least three of Licensor's nominations to the Committee so long as Licensor nominates at least six persons, all of whom are experienced individuals in the financial services arena or are otherwise capable of providing valuable counsel to a financial services institution safeguarding the public's money, and whose reputations shall not hinder the reputation of the sublicensee. All of such nominees must be amenable to having their names and likenesses used in any marketing materials prepared or used by the sublicensee. Committee members shall be paid by the sublicensee for their services a sum commensurate with their activities, but no less than five thousand dollars ($5,000) per year.

(c) Licensor's approvals as required under this Agreement shall not be unreasonably withheld.

(d) Licensee shall comply at all times with all laws and regulations applicable to Licensee in connection with the development and marketing of financial services utilizing the Mark.

6. Credits

(a) The credits set forth in Exhibit B hereto shall be placed on all materials utilizing the Mark, including promotional materials, contracts, and in general, in all uses of the Mark.

(b) No casual or inadvertent failure by any third party to set forth the aforesaid credit shall be sufficient to terminate the license granted hereunder. Licensor and Licensee each agree to use its respective best efforts to cure or cause to be cured prospectively any such failure of which it has written notice.

7. Infringement

(a) Licensee shall notify Licensor promptly of any infringement or unauthorized use of the Mark by others of which Licensee becomes aware. Licensor shall have the sole right, at its expense, to bring any action on account of any such infringement or unauthorized use, and Licensee shall cooperate with Licensor, as Licensor may reasonably request, in connection with any such action brought by Licensor. Any and all damages, settlement and/or compensation paid in connection with any such action brought shall be split between Licensor and Licensee based upon the basis of damages actually suffered as between Licensor and Licensee or ratably thereto.

(b) Licensor shall have the sole right, at its expense, to defend and settle for other than money damages any action that may be commenced against Licensor or Licensee alleging that the Mark infringes any rights of third parties. The foregoing sentence notwithstanding, in the event the infringement action alleges a breach which effects any sublicense of the Mark in the financial services area, Licensee, may at its option, elect to handle such action. Any settlement proposed from any such action shall be subject to the approval of Licensor, which approval shall not be unreasonably withheld. Subject to the foregoing sentence, in the event of a settlement which precludes the use of the Mark anticipated by this Agreement, Licensee shall, at the direction of Licensor, promptly discontinue its use of the Mark alleged to infringe rights of third parties.

(c) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIABILITY OF LICENSOR TO LICENSEE FOR OR IN RESPECT OF ANY CLAIM BY ANY THIRD PARTY THAT LICENSEE'S USE OF THE TRADEMARK PURSUANT TO THIS AGREEMENT INFRINGES UPON OR OTHERWISE VIOLATES ANY PROPRIETARY OR OTHER RIGHTS OF SUCH THIRD PARTY (OTHER THAN A CLAIM THAT LICENSEE'S USE OF THE MARK PURSUANT TO THIS AGREEMENT VIOLATES THE CONTRACTUAL RIGHTS OF ANY OTHER LICENSEE OF LICENSOR) SHALL BE LIMITED TO THE AMOUNT OF ROYALTIES AND/OR NET PROFITS PAID TO LICENSOR UNDER THE TERMS OF THIS AGREEMENT.

(d) The foregoing provisions of Section 7(c) notwithstanding, Licensor shall not be obligated to return any royalties and/or net profits already paid to Licensor under the terms of this Agreement in the event of liability to Licensee for a third party claim regarding infringement or violation of proprietary rights as provided in Section 7(c) above (and not a claim resulting as a result of a claimed breach of contractual rights), but rather Licensee's recourse shall be limited to withholding (and retaining if Licensee is successful in its claims) future royalties and/or net profits which would otherwise be due to Licensor under this Agreement from payment to Licensor.

8. Indemnification

Licensee, at its expense, shall defend and indemnify and save and hold Licensor harmless from and against any and all liabilities, claims, causes of actions, suits, damages and expenses, including reasonable attorneys' fees and expenses, for which Licensor becomes liable, or may incur or be compelled to pay by (i) reason of claims arising out of the development, launching, marketing, promotion, sale or operation of the financial services utilizing the Mark (other than infringement claims based upon use of the Mark), or (ii) as a result of any actions, whether of omission or commission, that may be committed or suffered by Licensee or any of its directors, officers, agents, affiliates, or sublicensees in connection with Licensee's performance of this Agreement (other than resulting from infringement claims based upon use of the Mark). Licensor shall indemnify Licensee and any sublicensee of the Mark from and against any and all liabilities, claims, causes of actions, suits, damages and expenses, including reasonable attorneys' fees and expenses for which Licensee or a sublicensee becomes liable or may incur or be compelled to pay by reason of any infringement claims based upon use of the Mark. In such event, Licensor's liability shall be limited to the amount of royalties and/or net profits which would otherwise be paid to Licensor under the terms of this Agreement in the future. Licensor

shall have no obligation in such event to return payments already made to Licensor under the terms of this Agreement. Licensee shall be entitled to withhold all future payments to Licensor under this Agreement in the event of such a claim. The provisions of this Section 8 shall survive the termination of this Agreement.

9. Best Efforts

Licensee shall use its best efforts to promote the Mark and to coordinate the development, creation, distribution, sale, licensing or sublicensing, and advertising of the financial services utilizing the Mark so as to maintain and enhance the value of the goodwill residing in the Mark and to produce the maximum amount of Royalties under this Agreement consistent with the quality standards established by Licensor. Licensor agrees to cooperate with Licensee fully to accomplish these goals, insofar as such cooperation does not cause Licensor any financial hardship.

10. Termination

(a) The grant hereunder shall terminate on December 31, 2000, if by that date Licensee has not entered into definitive agreements with a financial services institution for the branding of financial services utilizing the Mark, and on June 30, 2001, if such agreements have been reached but the financial services utilizing the Mark have not yet then publicly launched.

(b) This Agreement and the grant of license hereunder shall immediately terminate without notice if Licensee fails to pay the advance due pursuant to Section 3(c) hereof as provided in Section 3(c).

(c) Either party shall have the right to terminate this Agreement if the other defaults in the performance or observance of any of the terms or conditions of this Agreement or breaches any representation or warranty set forth herein, and such default is not remedied within 15 calendar days after written notice specifying the nature of the default is received by the defaulting party. In such event the nondefaulting party shall have the right thereafter to terminate this Agreement by written notice to the defaulting party. The foregoing notwithstanding, in the event the default results from a breach of a representation or warranty by Licensor, Licensee may continue the Agreement but withhold payment of royalties until the breach has been corrected or any infringement action then in existence has been resolved to the reasonable satisfaction of Licensee.

(d) The exercise of any right of termination under this Section 10 shall not affect any rights which have accrued prior to termination, including Licensee's obligation to make payments pursuant to Section 3 herein, and shall be without prejudice to any other legal or equitable remedies to which the terminating party may be entitled by reason of such rights.

11. Effects of and Procedure on Termination

(a) Except as otherwise provided in Section 11(c), upon the termination of this Agreement, all rights of Licensee under the license granted hereunder shall terminate and automatically revert to Licensor, and Licensee shall immediately discontinue the use of the Mark and thereafter shall no longer use or have the right to use the Mark or any variation or simulation

thereof, or any word or mark similar thereto, or to (directly or indirectly) develop, create, market, distribute, sell, license or sublicense, or advertise financial services utilizing the Mark or any other products in connection with the Mark. Licensee acknowledges that Licensee's failure to cease the use of the Mark upon termination of this Agreement shall result in immediate and irremediable damage to Licensor and to the rights of any subsequent licensee. Licensee acknowledges and admits that there is no adequate remedy at law for such failure, and agrees that in the event of such failure, Licensor shall be entitled to equitable relief by way of temporary and permanent injunction and such other and further relief as any court with jurisdiction may deem just and proper.

(b) In the event that Licensor terminates this Agreement under Section 10(b) of this Agreement or as a result of a default by Licensee which has not been corrected (as permitted under Section 10(c) of this Agreement), Licensee hereby agrees not to develop, create, market, publish, distribute, sell, license, or otherwise exploit any products or in any other way substantially similar to the planned financial services which were to utilize the Mark, which products or services are branded with a mark substantially similar in consumer perception to the Mark, for a period of eighteen (18) months after such termination; it being understood, however, the foregoing clause notwithstanding, that if use of the Mark by a sublicensee requires Licensee to provide services to Licensee's sublicensee and the sublicense is continuing, Licensee shall be permitted to continue to provide such services.

(c) Notwithstanding the foregoing provisions of this Section 11, in the event Licensee has sublicensed the Mark for financial services to be provided by a third party, said sublicense shall not be terminated upon termination of this Agreement, but shall survive on its own terms. In the event of any dispute, the rights of Licensor and sublicensee in such sublicense shall be resolved by arbitration conducted before the American Arbitration Association, in San Francisco, California.

12. Independent Contractors

The relationship between Licensor and Licensee created by this Agreement shall be that of independent contractors. Nothing contained in this Agreement shall be construed as constituting a joint venture, partnership or agency between Licensor and Licensee.

13. Assignment

Except as otherwise set forth herein, this Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon the prior written consent of the other. The foregoing sentence notwithstanding, Licensor hereby consents to the assignment by Licensee of this Agreement to a new entity of which both Licensor and Licensee are owners.

14. Entire Agreement

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, that supersedes and merges all prior proposals, understandings, and all other agreements, oral and handwritten, between the parities relating to the subject matter

of this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

15. Successors

The rights and obligations of the parties hereto shall inure to the benefit of, and be binding and enforceable upon, the respective successors and permitted assigns of the parties.

16. Notices

Any notice required to be given hereunder shall be deemed given if in writing and personally delivered or actually deposited in the United States mail in registered or certified form, return receipt requested, postage prepaid, and addressed to the notified party at the address set forth above.

17. Governing Law

This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of California. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement, or breach thereof (other than an injunctive action) shall be resolved by arbitration conducted before the American Arbitration Association in San Francisco, California.

18. Waiver

No waiver by any party of any breach of any provision hereof shall constitute a waiver of any other breach of that or any other provision hereof.

19. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

POINT FOUNDATION, a California nonprofit corporation ("Licensor")

By _____

Name: Danica Remy
Title: President

FULCRUM INTERNATIONAL, INC., ("Licensee")

By _____

Name: Douglas Green
Title: Chairman

List of Exhibits

A	Trademark Information
B	Credits

Exhibit A

[Please complete]

Exhibit B

Credits

Exhibit A

Whole Earth ®

Whole Earth Magazine ®

Whole Earth 'Lectronic Link ®

Whole Earth Fund ™

Whole Earth Catalog ®

Millennium Whole Earth Catalog ®

Whole Earth Review ®

Supplement to the Whole Earth Catalog ®

Last Whole Earth Catalog ®

The Next Whole Earth Catalog ®

The Whole Earth Epilog ®

Whole Earth Software Catalog ®

Essential Whole Earth Catalog ®

Whole Earth Software Review ®